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Contract Database Metadata Elements

Title: **Rochester Public Library and Rochester Public Library Part-Time Employees Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 828 (1996)**

Employer Name: **Rochester Public Library**

Union: **Rochester Public Library Part-Time Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Local 828**

Effective Date: **07/01/96**

Expiration Date: **06/30/99**

PERB ID Number: **8420**

Unit Size: **130**

Number of Pages: **19**

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8420_06301999

Rochester, City Of And Csea Local
828 (Rochester Library Pt Unit)

1119 C1
35465 GEN

COLLECTIVE BARGAINING AGREEMENT
between
THE ROCHESTER PUBLIC LIBRARY
and
ROCHESTER PUBLIC LIBRARY PART-TIME
EMPLOYEES UNIT, LOCAL 828
C.S.E.A., LOCAL 1000, AFL-CIO
July 1, 1996 - June 30 1999

NYS PUBLIC EMPLOYMENT
NYS PUBLIC EMPLOYMENT

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

8 397

JUL 28 1997

OFFICE OF THE CHAIR

#Employees: 130

Section 2 - Procedure 8

ARTICLE 12 - GRIEVANCE PROCEDURE	9
Section 1 - Definition of Grievance	10
Section 2 - Procedure	10
Section 3 - Arbitration Procedure	11
ARTICLE 13 - SENIORITY FOR LAYOFF AND BUMPING	12
ARTICLE 14 - FAMILY AND MEDICAL LEAVE ACT	13
ARTICLE 15 - AMERICANS WITH DISABILITIES ACT	13
ARTICLE 16 - DRUG AND ALCOHOL TESTING	13
ARTICLE 17 - EMPLOYEE ASSISTANCE PROGRAM	13
ARTICLE 18 - ENTIRE AGREEMENT	13
ARTICLE 19 - TERMINATION OR MODIFICATION	14
Section 1 - Duration of Agreement	14
Section 2 - Modification	14
Section 3 - Taylor Law §204-a	14

TABLE OF CONTENTS

ARTICLE 1 RECOGNITION	1
Section 1 - Unit Definition	1
Section 2 - Lists	1
ARTICLE 2 - UNION SECURITY	1
Section 1 - Union Dues	1
Section 2 - Postings and Communications	1
Section 3 - Access to Work Sites by CSEA Representatives	2
Section 4 - Union Officials List	2
Section 5 - Unit Membership List	2
Section 6 - Agency Shop Fee	2
Section 7 - Release Time for Union Business	3
ARTICLE 3 MANAGEMENT RIGHTS	3
ARTICLE 4 WAGES	4
Section 1 - Wage Increases	4
Section 2 - Wage Schedule	4
Section 3 - Pay Period	4
ARTICLE 5 - INSURANCE	4
Section 1 - Health Insurance	4
Section 2 - Life Insurance	5
ARTICLE 6 - DEFERRED COMPENSATION	5
ARTICLE 7 - WORKERS' COMPENSATION	5
ARTICLE 8 - HOLIDAYS	5
ARTICLE 9 - LEAVES OF ABSENCE	5
Section 1 - Leave With Pay	5
Section 2 - Funeral Leave	6
Section 3 - Jury Duty	6
Section 4 - Conference Leave	7
ARTICLE 10 - WORK SCHEDULE	7
Section 1 - Schedules	7
Section 2 - Lunch Breaks	7
Section 3 - Rest Periods	8
ARTICLE 11 - DISCIPLINE	7
Section 1 - Nature of Discipline and Discharge	7

C. The union shall be allowed use of the library's inter-office mail system to communicate to its members as long as such communications are official Union business related to the unit and are of a non-political and non-inflammatory nature.

Section 3 Access to Work Sites by CSEA Representatives

Non-employee representatives from the Local or an insurance representative shall have reasonable access to location within the facility designated by the Director or his designee to meet with off-duty bargaining unit employees. The Local representative shall call the facility manager before arrival and obtain prior approval, which approval shall not be unreasonably denied, before entering the premises. The Local representative shall not disturb employees who are working or other Employer personnel. For purposes of this Section, off-duty shall also include unit members who are on approved breaks or lunch time, subject to the performance of emergency duties should an emergency occur.

Section 4 Union Officials List

The union shall provide the employer with an initial list of union officers and stewards within 30 days of the execution of this agreement and shall update such list when changes occur during the term of this agreement.

Section 5 Unit Membership List

There shall be sent to the union a master list of all bargaining unit employees on a quarterly basis.

Section 6 Agency Shop Fee

A. It is understood that each employee who is a member of the bargaining unit herein above defined, but is not a member of the Union, shall be liable to contribute to said Union as Agency Shop Fees, an amount equivalent to Union dues as are from time to time authorized, levied and collected from the general membership of the Union in accordance with the provisions of Section 1 of this Article.

B. The City agrees to deduct an amount equal to the normal monthly dues paid by Union members from the earnings of each said employee who is not a Union member as their representative costs and remit such amount to the Union in the same manner as provided in Section 1 of this Article in regards to Dues Deduction. Such deductions shall continue provided that the Union maintain and provide to all members a procedure providing for the refund to any

ARTICLE 1 RECOGNITION

Section 1 Unit Definition

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for all regularly scheduled part-time employees, not designated by the Employer as "on-call" working in the Rochester Public Library who are employed in the following titles: Clerk I, Clerk II, Clerk III, Clerk IV, Clerk Typist, Clerk III with Typing, Library Assistant, Library Assistant I, Library Assistant II, Cleaner, Security Guard, Stock Clerk, Shipping Aide, Bookmobile Operator, Truck Driver, Librarian I, Librarian II.

B. The Employer will provide a list of "on-call" employees to the unit president.

Section 2 Lists

The employer agrees to provide the union, at no cost, a list of all bargaining unit job titles and their corresponding pay brackets, upon request, but limited to two times per year.

ARTICLE 2 - UNION SECURITY

Section 1 Union Dues

A. The Employer shall deduct Union dues, each payroll period, from the wages of employees who have filed with the Director of Employee Relations an appropriate written authorization and shall remit the same to the Union. The necessary authorization forms shall be provided by the Union. The amount of Union dues to be deducted from each employee's wages shall be certified to the Director of Employee Relations by the Union.

B. The total of all such dues deductions and representative cost deductions shall be remitted bi-weekly to the Union, at 132 Washington Avenue, Albany, New York 12210.

C. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Director of Employee Relations, with a minimum of 30 days notice.

D. The union agrees to holds the employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

Section 2 Postings and Communications

A. The Employer shall designate a space in each facility where a bargaining unit member is assigned for the purpose of the Union to post official union notices of a non-political and/or non-inflammatory nature. The Union will limit the posting of Union notices to such spaces.

B. The employer agrees to post all unit job notices in all such designated spaces and to forward a copy of the notice to the Union at the time of distribution.

ARTICLE 4 WAGES

Section 1 - Wage Increases

The wage schedule for unit members shall be increased as follows:

Effective July 1, 1996	2.25%
Effective July 1, 1997	2.50%
Effective July 1, 1998	3.0%

Section 2 Wage Schedule

The three-step wage program shall remain in effect and the wage schedule shall be attached to the contract.

Section 3 Pay Period

- A. The wages of employees shall be paid on the same day each pay period. In the event this day is a holiday, the preceding day shall be the pay day.
- B. The day of payment of wages may be subject to change by the employer upon giving of no less than 60 days notice after prior consultation with the union.

ARTICLE 5 - INSURANCE

Section 1 - Health Insurance

The Employer shall make available the following health insurance coverage, as defined and amended by the insurers:

- Blue Cross Blue Shield Comprehensive
- Blue Choice Select
- Preferred Care Community

Employees selecting such coverage shall pay the entire cost of the premium on a monthly payroll deduction basis, as determined by the Employer. In the event that net pay is insufficient to cover the costs of the premium, the employee shall make payment, in advance of the month of coverage, by check to the Employer.

Section 2 - Life Insurance

All unit members shall be provided with a \$2,500 life insurance with double indemnity for accidental death. The Employer reserves the right to determine the carrier.

employee demanding the return of any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

Section 7 Release Time for Union Business

The unit president, or the president's designee, may receive up to two hours per week of paid release time from work to meet with the Employer concerning administration of the Agreement, to present grievances, attend arbitrations or hearings before the NYS Public Employment Relations Board. Reasonable effort will be made to schedule meetings outside and congruent to the work hours of the President. In no event will the union activities be permitted to interfere with the operations of the Employer or functions to which the various personnel are assigned.

ARTICLE 3 MANAGEMENT RIGHTS

Except where expressly limited by a specific provision of this Agreement, the Employer shall have the sole and exclusive rights to make and implement decisions with respect to the management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine what work is to be performed, its place of performance, and who is to perform it in all the operations and services of the Rochester Public Library; to supervise and direct the working forces; to establish the qualifications for hiring and to hire and promote employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign and to transfer employees; to determine the methods, means and organization by which operations are conducted; to make, alter and enforce rules, regulations, policies and procedures on all matters and subjects; to evaluate employees, to discipline, suspend and discharge employees for just cause (except probationary employees, defined as employees with less than one year of service with the employer, without cause); to determine whether services are to be provided by employees covered by this agreement or by other employees or persons not covered by this agreement; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the employer. It is specifically provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

have their paid leave hours pro-rated as follows: 5 to 10 hours per week average = 1/2 benefit; more than 10 hours to 15 hours = 3/4 benefit; more than 15 hours = full benefit.

B. Except in the event of illness of the employee or personal emergency, all requests for the use of leave time shall be in writing, on a form provided by the Employer, four weeks prior to the use of the leave. This provision may be waived by the employee's supervisor, at the supervisor's sole discretion.

C. The Employer may require the employee to substantiate a claim of illness by providing a certificate from a treating physician which shall include the date(s) the employee was temporarily disabled due to illness/injury. Failure to provide such documentation when requested shall result in loss of pay for said absences and may be grounds for discipline.

Section 2 - Funeral Leave

Effective 1/1/97: After the 1st year of service in the event of death in the family of an employee (spouse, parents, children, sisters, brothers, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law) or any relatives residing in the employee's household, the employee will be allowed up to two consecutive workdays (8 hours) leave of absence, from the date of death, with pay, to make household arrangements, arrangements for the funeral or to attend the funeral services. Notice of death shall be furnished to the employer by the employee, upon request.

Section 3 - Jury Duty

A. Employees shall be granted a leave of absence with pay when they are required to report for jury duty or jury service. An employee must notify his immediate supervisor no later than his first scheduled shift following receipt of a notice of selection for jury duty or examination, and must provide proof of the necessity of such service to his Department Head.

B. Employees are required to work all available reasonable hours outside of those actually required for jury duty, or jury duty examination in accordance with the employee's regular work schedule. Employees must request telephone alert to the extent allowed by the Commissioner of Jurors or the Court.

C. The City shall have the right to seek a waiver from jury duty for the employee. Employees exempted from jury duty must accept the exemption or shall not be paid by the City for such time.

D. An employee on jury duty shall receive his regular pay less the allowance paid to jurors.

ARTICLE 6 - DEFERRED COMPENSATION

The Employer will make available on a voluntary basis a deferred compensation plan. Such deferred compensation plan will be designed and administered by the City, which reserves the right to make changes in such plan upon prior notice to the Union. A deferred compensation plan will be offered as soon as administratively possible after the execution of this Agreement.

ARTICLE 7 - WORKERS' COMPENSATION

The employer shall provide New York State Workers' Compensation coverage for employees.

ARTICLE 8 - HOLIDAYS

A. Unit members working more than 700 hours in the preceding calendar year will be eligible for three paid holidays, at the rate of 4 hours pay per holiday. Holidays shall include Thanksgiving Day, December 24 and December 25.

B. Effective July 1, 1998, unit members who have worked more than 700 hours in the preceding calendar year who have ten (10) or more years of service with the Employer as of June 30 shall receive an additional three (3) paid holidays: Memorial Day, Labor Day and Independence Day.

ARTICLE 9 - LEAVES OF ABSENCE

Section 1 - Leave With Pay

A. Eligibility and hours earned:

1. The Employer shall provide eligible unit members with eight (8) hours of paid leave per year. In order to be eligible, a unit member must have worked a minimum of 700 hours in the preceding calendar year.
2. Effective January 1, 1997, eligible members with six or more years of service will receive sixteen (16) hours of paid leave per year; eligible members with ten or more years of service as of January 1 will receive twenty (20) hours of paid leave per year.
3. Hours earned in 1 and 2 above are based on an average 20 hour work week. Members working an average of less than 20 hours in the preceding year will

dismissal from service, notice of such discipline shall be made in writing and served upon the employee. The reason(s) for which disciplinary action is being taken and the penalty imposed shall be specified in the notice. The Union will be sent a copy of all notices transmitted as a result of this Section within twenty-four (24) hours after notice has been sent to the employee.

B. If the employee is summoned for disciplinary action, and desires a Union Representative to be present at the scheduled time, the Union Representative shall be allowed to be present.

C. Except for fraud or any felony where the statute of limitations has not expired, an employee shall not be disciplined for acts which occurred more than one (1) year prior to the imposition of the discipline, unless discovered more than one year after its occurrence, in which case discipline may be imposed within ninety (90) days of such discovery.

Section 2 - Procedure

A. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure, including the arbitration step, if necessary. This Article procedure shall be exclusive, and the procedure and remedies herein provided shall apply in lieu of all other procedures and remedies, including Section 75 and 76 of the Civil Service Law which shall not apply to unit members.

B. In the event that a grievance is pursued to arbitration, in addition to all other provisions set forth in Article 21 of this Agreement pertaining to arbitration, the following shall apply. Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of the imposed penalties. The decision of the arbitrator shall be based upon a preponderance of evidence submitted or presented. Disciplinary arbitrators shall not add to, subtract from or modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension pursuant to subdivision C of this Section, shall be final and binding upon the parties and the employee, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension under subdivision C of this Section, if any, he may consider such suspension in determining the penalty to be imposed.

C. Prior to being issued a notice of discipline, an employee may be suspended without pay by his appointing authority only pursuant to paragraphs (1) or (2) below.

1. The appointing authority or his designee may suspend without pay an employee when the appointing authority or his designee determines that there is probable cause that

Section 4 - Conference Leave

The Employer will maintain its existing policy regarding Conference Leave. Any modification of the conference leave policy that impacts the AFSCME unit members will apply to this unit's members.

ARTICLE 10 - WORK SCHEDULE

Section 1 Schedules

Each employee shall work a schedule determined by the supervisor who shall be responsible for the maintenance of schedules in the unit.

Section 2 Lunch Breaks

A. There shall be a 20-minute paid lunch period for Security Guard personnel who are required by the employer to remain at their work station or work site during the course of the workday.

B. Where working conditions do not require continuous maintenance of a work station or continued presence at the work site, lunch period shall be unpaid and for a minimum of 30 minutes duration as may be determined by the employer.

C. For the purposes of this article, workday shall be defined as seven or more continuous hours of work.

Section 3 - Rest Periods

Employees shall be allowed one 15-minute relief period for each three to four hour segment of continuous service. Relief time shall not be added to the lunch period or be taken at the beginning or end of the workday. Permission to take this time shall be subject to scheduling problems or other emergencies in each unit. Relief time shall not be cumulative.

ARTICLE 11 - DISCIPLINE

Section 1 - Nature of Discipline and Discharge

A. The Employer shall have the right to discipline an employee for just cause. The Employer shall endeavor to use progressive discipline where appropriate. Where the appointing authority or his designee determines to impose a written reprimand, a fine not to exceed \$200, suspension without pay not to exceed sixty (60) calendar days, reduction in title and grade, or

forth in this step, the grievance shall be deemed waived.

Step 2 - If the grievance is not settled at Step 1, the grievance shall be presented in writing to the Director by the Union Steward or other authorized Union representative within six (6) working days after the Division Head's response is given or is due. The Director shall respond to the Union Steward or authorized Union representative in writing within seven (7) working days. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

Step 3 - If the grievance is not settled at Step 2, the Union representative will present the grievance in writing to the Manager of Labor Relations within six (6) working days after the response at Step 2 is given or due. The Manager of Labor Relations will reply in writing within seven (7) working days of receiving the grievance, with a copy of the response to the Union representative. If the grievance is not presented as set forth in this step, the grievance shall be deemed waived.

Step 4 - If a settlement is not reached at Step 3, either the Union may, within ten (10) working days after the response at Step 3 is given or is due, and upon written notice to the Manager of Labor Relations, request arbitration. If arbitration is not requested as set forth in this step, it shall be deemed waived.

B. The time limits in the grievance procedure for Steps 1, 2, 3, and 4 may be extended by mutual Agreement of the Union and the City and shall be confirmed in writing.

C. Any grievance, and any request for arbitration, shall contain a plain statement of the grievance, the Division and location of the employee's assignment, the employee or employees involved, the specific provision or provisions of the Agreement in dispute, and the remedy being sought.

D. Grievances of a general nature affecting several employees in each of two or more units within the Rochester Public Library may be initiated at Step 2 of the grievance procedure, within seven (7) working days of the act or omission giving rise to the grievance, or within three (3) additional working days of the date upon which any of the employees affected by the situation, condition, or action to be grieved, becomes aware of such act or omission. The names of the affected employees may be eliminated from the written grievance where the number of affected employees is too numerous to list, in which case job titles will be used.

E. An employee shall be entitled to Union representatives at each and every step of the grievance procedure set forth herein.

such employee's continued presence on the job represents a potential danger to persons or property or would interfere with operations. Such determination shall be reviewable by a disciplinary arbitrator. A notice of discipline shall be served no later than seven (7) working days following any such suspension.

2. The appointing authority or his designee may suspend without pay an employee charged with the commission of a crime which in the opinion of the appointing authority is related to the employee's job duties. Such employee shall notify his appointing authority in writing of the disposition of any criminal charge including a certified copy of such disposition within five (5) days thereof. Within thirty (30) calendar days following such suspension under this provision, or within five (5) days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

D. This Article does not apply to employees with less than one year of service with the employer, who may be disciplined at the discretion of the Employer.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1 Definition of Grievance

A grievance is a dispute or difference of opinion raised by an employee or the Union against the Employer involving an alleged violation or misapplication of an express provision of this agreement.

Section 2 Procedure

A. All grievances shall be handled in accordance with the following steps.

Step 1 - The grievance shall be presented in writing by the Union Steward or other authorized Union representative to the appropriate Assistant Director within seven (7) working days of the act or omission giving rise to the grievance, or within three (3) additional working days of the date upon which any of the employees affected by the situation, condition, or action to be grieved, becomes aware of such act or omission. The Assistant Director shall respond to the Union Steward or authorized Union representative within seven (7) working days. If the grievance is not presented as set

to amend, modify, nullify, ignore, add to, subtract from or delete any provisions of this Agreement, and shall confine his decision and award solely to the interpretation and application of this Agreement. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority or power to determine any other issues not so submitted to him. The arbitrator shall have no authority or power to render a decision or award inconsistent with statutory or appellate decisional law or New York State Public Policy.

D. Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for bearing the costs of preparing, and presenting its own case, including, but not limited to, compensating its own witnesses. If either party desires a transcript of the proceeding, it may cause the transcript to be made, provided it pays for the transcript and makes copies available without charge to the arbitrator and to the other party.

ARTICLE 13 - SENIORITY FOR LAYOFF AND BUMPING

A. Seniority for members of the unit shall mean the length of continuous service with the employer, either full or part-time, from the original date of hire less any breaks in service.

B. An employee's seniority shall be terminated by any of the following:

1. resignation without reinstatement within one year.
2. discharge for just cause.
3. layoff for a period exceeding the employee's seniority.
4. failure to report for work after lay-off and notice from the employer to report for work.
5. failure to return to work at the expiration of an approved leave of absence.

C. In the event of a lay-off within the unit the Employer will notify the union president of the employees to be laid off. In general, the least senior in the affected job titles will be laid off in inverse seniority, except that the employer will neither be required to layoff any unit member who is the sole employee in the title with the skills to perform a retained function, nor to place an employee in any position for which an employee is not qualified to perform the required duties.

D. The unit president will be provided a seniority list, upon request.

E. For purposes of determining seniority and length of service for purposes of holiday pay eligibility breaks in service shall mean any suspension without pay, unpaid leave or a period of less than one year when not an employee of the employer. Continuous Service shall include: leave for injury in the line of duty, leave while empaneled on a jury, authorized military leave,

Section 3 - Arbitration Procedure

A. An arbitration proceeding shall be conducted by an arbitrator designated, and pursuant to rules agreed upon, in accordance with this subdivision. Within thirty (30) days of the execution of this Agreement, the parties will:

1. Select and maintain a panel of mutually acceptable arbitrators who shall serve for the duration of the Agreement. Such panel shall consist of not fewer than three (3) arbitrators. The arbitrators shall be initially listed in alphabetical order and shall be designated on a rotating basis to arbitrate individual cases. In the event an arbitrator is unavailable to hear a specific case, such arbitrator will be temporarily passed over, but shall be at the top of the list for the next case. Both parties reserve the right during the term of this Agreement to remove up to two (2) arbitrators from the panel. A party removing an arbitrator from the panel shall propose a replacement acceptable to the other party. Arbitrators shall also be replaced by mutual agreement in the event of resignation or any other inability to serve.
2. Agree upon Rules of Procedure modeled after Part 207 of the Rules and Regulations of the Public Employment Relations Board (PERB), except that references to the "Board" and the "Director of Conciliation" and like references to PERB and its officers and agents shall be deleted and modified as necessary. The Rules of Procedure agreed upon pursuant to this Section shall be reduced to writing and shall be made available to the panel of arbitrators and other interested parties. Such Rules of Procedure may be amended by mutual consent in the manner described in Article 19, Section 2.

In the event the procedure described above is not, or cannot be, implemented, or terminates or is unenforceable for any reason, arbitrations conducted pursuant to this Agreement shall be governed by Part 207 of the Rules and Regulations of the Public Employment Relations Board. Notwithstanding any provisions of any procedure or rule inconsistent with the express terms of this Collective Bargaining Agreement, any such inconsistent procedure or rule shall be void and superseded by the express terms of this Agreement.

B. The decision or award of the arbitrator shall be final and binding on the City, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement, and the arbitrator shall be requested to issue his decision or award within thirty (30) calendar days after the conclusion of the testimony and arguments.

C. The arbitrator functioning under this step of the grievance procedure shall have no power

B. The Employer and the Union, for the duration of this Agreement each voluntarily and unqualifiedly waives any right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. This paragraph does not waive the right to bargain over any subject or matter not referred to or covered in this Agreement which is a mandatory subject of bargaining and concerning which the City is considering changing during the term of this Agreement.

ARTICLE 19 - TERMINATION OR MODIFICATION

Section 1 - Duration of Agreement

A. Except as otherwise provided, this master Agreement shall go into effect upon execution by the parties and shall remain in full force and effect until June 30, 1999. No provision of the Agreement is intended to have retroactive application prior to the actual date of execution of this Agreement.

B. This master Agreement shall continue in force and effect from year to year thereafter unless either party shall notify the other party in writing not earlier than the 1st of October and not later than the 30th of October immediately preceding the termination date of its intention to modify or terminate this Agreement.

C. It is understood and agreed that negotiations pursuant to such notice to amend or terminate shall begin on a mutually agreeable date following the giving of such notice.

Section 2 - Modification

No amendment, alteration or modification of this Agreement shall be binding unless it is in writing and signed by the Library Director and the City of Rochester Manager of Labor Relations and by a duly authorized representative of the Union.

Section 3 - Taylor Law §204-a

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

any paid leave of absence from the employer.

ARTICLE 14 - FAMILY AND MEDICAL LEAVE ACT

Notwithstanding any other provisions of this Agreement, the Employer may take action that is in accordance with what is legally permissible under the Family Medical Leave Act in order to be in compliance with the Act, so long as it does not diminish or alter any current statutory benefit. The Employer may adopt policies and procedures that are lawful under the Family and Medical Leave Act, including a policy requiring an employee to exhaust paid leave before being granted FMLA leave.

ARTICLE 15 - AMERICANS WITH DISABILITIES ACT

The Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans With Disabilities Act, so long as it does not diminish or alter any current statutory benefit.

ARTICLE 16 - DRUG AND ALCOHOL TESTING

The Employer may require the employees to submit to urinalysis, or other appropriate testing, upon reasonable suspicion that the employee is using controlled substances. The Employer shall establish procedures for such testing. Use of drugs as well as being under the influence of alcohol or the consumption of alcohol while on duty shall be cause for discipline, including discharge.

ARTICLE 17 - EMPLOYEE ASSISTANCE PROGRAM

The Employer shall make available an Employee Assistance Program for the use of the employees in accordance with City policy. The services provided and service provider shall be at the discretion of the Employer and may be changed without notice and without obligation of negotiating the decisions or the impact.

ARTICLE 18 - ENTIRE AGREEMENT

A. This Agreement supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

APPENDIX I WAGE SCHEDULE

EFFECTIVE JULY 1, 1996

	STEP A	STEP B	STEP C
CLERK III W/TYPING P/T – LIBRARY	10.80	11.14	11.48
CLERK TYPIST P/T – LIBRARY	9.86	10.17	10.49
LIBRARY ASSISTANT P/T	13.05	13.47	13.89
LIBRARY ASSISTANT I P/T	11.33	11.70	12.06
LIBRARY ASSISTANT IIP/T	12.66	13.06	13.47
LIBRARIAN I P/T	13.92	14.37	14.82
LIBRARIAN II P/T	15.28	15.77	16.25
CLEANER – LIBRARY	9.42	9.72	10.03
SECURITY GUARD P/T – LIBRARY	9.42	9.72	10.03
STOCK CLERK P/T – LIBRARY	10.52	10.85	11.20
SHIPPING AIDE P/T	4.81	4.96	5.11
BOOKMOBILE OPERATOR P/T	11.33	11.70	12.06

EFFECTIVE JULY 1, 1997

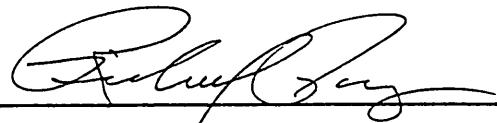
	STEP A	STEP B	STEP C
CLERK III W/TYPING P/T – LIBRARY	11.07	11.42	11.77
CLERK TYPIST P/T – LIBRARY	10.11	10.42	10.75
LIBRARY ASSISTANT P/T	13.38	13.81	14.24
LIBRARY ASSISTANT I P/T	11.61	11.99	12.36
LIBRARY ASSISTANT IIP/T	12.98	13.39	13.81
LIBRARIAN I P/T	14.27	14.73	15.19
LIBRARIAN II P/T	15.66	16.16	16.66
CLEANER – LIBRARY	9.66	9.96	10.28
SECURITY GUARD P/T – LIBRARY	9.66	9.96	10.28
STOCK CLERK P/T – LIBRARY	10.78	11.12	11.48
SHIPPING AIDE P/T	4.93	5.08	5.24
BOOKMOBILE OPERATOR P/T	11.61	11.99	12.36

EFFECTIVE JULY 1, 1998

	STEP A	STEP B	STEP C
CLERK III W/TYPING P/T – LIBRARY	11.40	11.76	12.12
CLERK TYPIST P/T – LIBRARY	10.41	10.73	11.07
LIBRARY ASSISTANT P/T	13.78	14.22	14.67
LIBRARY ASSISTANT I P/T	11.96	12.35	12.73
LIBRARY ASSISTANT IIP/T	13.37	13.79	14.22
LIBRARIAN I P/T	14.70	15.17	15.65
LIBRARIAN II P/T	16.13	16.64	17.16
CLEANER – LIBRARY	9.95	10.26	10.59
SECURITY GUARD P/T – LIBRARY	9.95	10.26	10.59
STOCK CLERK P/T – LIBRARY	11.10	11.45	11.82
SHIPPING AIDE P/T	5.08	5.23	5.40
BOOKMOBILE OPERATOR P/T	11.96	12.35	12.73

IN WITNESS WHEREOF, THE PARTIES HAVE HERETO CAUSED THIS AGREEMENT
TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES:

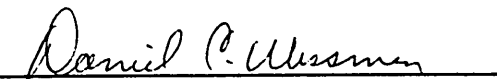
FOR THE ROCHESTER PUBLIC LIBRARY



Richard Panz

Director

Date: 12/20/96



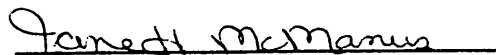
Daniel C. Wissman

Manager of Labor Relations

Chief Negotiator

Date: 12/20/96

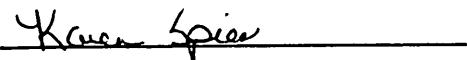
FOR THE UNION:



Jane McManus

President, Local 828

Date: 1/3/97



Karen Spies

Labor Relations Specialist

C.S.E.A., Local 1000

Date: 1/3/97